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effectually seized by legal process. *REMINGTON, BANKRUPTCY*, § 994. But the decisions as to what constitutes such personal contracts are limited. A contract between a publisher and an author, whereby the former undertakes to publish and market literary productions of the latter, is not assignable. *Matter of McBride & Co.*, 132 Fed. 285, 12 Am. B. R. 81. Nor is the contract with a person for the manufacture by him of a particular commodity requiring special skill of the manufacturer. *Jetter Brewing Co. v. Scollan*, 96 N. Y. Sup. 274, 15 Am. B. R. 300. And a contract of agency between an insurance company and its general agent does not pass. *In re Wright*, 16 Am. B. R. 778. It has been held that a franchise to construct a turnpike road and to collect the tolls was a personal trust and did not pass to the assignee, since the person who had the franchise could not voluntarily assign it, the consent of the party conferring the franchise being necessary by reason of the personal character of the work to be performed. *People v. Duncan*, 41 Cal. 507. The distinction drawn by the court in the principal case between the personal practice of the bankrupt and the interest purchased by him from another physician appears to be sound.

BILLS AND NOTES—NEGOTIABILITY—REQUISITES—TIME OF PAYMENT.—A note due in three years and secured by a deed of trust, provided that if the interest, which was payable quarterly, should not be paid when due, the whole sum should become immediately due and payable at the option of the holder. *Held*, the note was not negotiable because made payable upon a condition not certain of fulfillment, contrary to the statute providing: "A negotiable instrument must be payable in money only and without any condition not certain of fulfillment." The vice was said to consist, not only in uncertainty as to whether or not the maker would default in the payment of interest quarterly, but in case he does, whether the holder would exercise his option to declare the principal due. *Smiley v. Watson*, (Cal. App. 1913) 138 Pac. 367.

The decision is based on the case of *National Hardwood Co. v. Sherwood*, 130 Pac. 881, which following *Meyer v. Weber*, 133 Cal. 681, holds that the note is non-negotiable for the reason stated in the instant case. The case of *McDonald v. Randall*, 139 Cal. 246, allowing recovery on such a note is said not to state state a contrary doctrine, for the reason that the question of the negotiability of the note was not raised. But the instant case overlooked the case of *Kinsel v. Ballou*, 151 Cal. 754, where a note in all respects like the note involved in this case and secured by a mortgage, was held negotiable and the holder was allowed to recover against an indorser immediately on exercise of his option to declare the whole sum due for default in payment of an instalment of interest and without a foreclosure of the mortgage. The decided weight of authority seems, as is observed by the writer of the opinion in the instant case, to be contrary to the doctrine announced therein. Prior to the Negotiable Instruments Act it was almost uniformly held that an option given to the holder to declare the whole sum due upon default in payment of an instalment of interest or of the principal, where the note was payable in stallments, did not make the note payable upon a contingency or at a time uncertain and hence did not affect

its negotiability. The reason of this rule is that the note contains a time certain for payment and any earlier date of maturity will depend on the act of the maker himself. *Mackintosh v. Gibbs*, 81 N. J. L. 577; *Martin v. Jesse French Piano Co.*, 151 Ala. 281; *Roberts v. Snow*, 27 Neb. 425, 43 N. W. 241; *Clark v. Skeen*, 61 Kan. 525; *Cox v. Cayan*, 117 Mich. 599; *Hunter v. Clark*, 184 Ill. 158. The Negotiable Instruments Act has settled the question by providing that the sum payable is a sum certain although it is to be paid "By stated instalments, with a provision that upon default in payment of any instalment or of interest the whole shall become due". BUNKER, NEG. INSTR. § 4. The statute has changed the rule in Wisconsin, see *Thorpe v. Mindeman*, 101 N. W. 417; where the doctrine announced in the principal case obtained prior to the statute, see also *Kimball County v. Mellon*, 80 Wis. 133.

COLLEGES AND UNIVERSITIES—POWER TO REGULATE CONDUCT OF STUDENTS.—Plaintiff purchased a restaurant near the defendant college in the summer of 1911. During the summer the college faculty passed a rule that "eating houses . . . not controlled by the college must not be entered by the students on pain of immediate dismissal". The rule was announced to the students at the opening exercises of the college, and several students were expelled for breach of the rule. Plaintiff applied for an injunction restraining the enforcement of the rule, alleging that his business, which depended almost wholly on student patronage, was completely destroyed. *Held*, That it was within the power of the college in guarding the health, morals, and general welfare of the students to pass and enforce the rule. *Gott v. Berea College*, (Ky. 1913), 161 S.W. 204.

The principal case cites *People v. Wheaton College*, 40 Ill. 186, with approval in which a similar private incorporated institution expelled a student for breach of a rule forbidding students to join any secret society. In the *Wheaton* case the action was brought by the father to have his son reinstated. Such a private educational institution has power to make and enforce reasonable rules to secure discipline, health, and welfare among the students. The state will not exercise visitatorial powers over such a private institution, *Koblitz v. Western Reserve University*, 21 Ohio Cir. Ct. R. 144. An institution controlled and supported by the state may pass reasonable rules and regulations for the control of students so long as it does not refuse to perform any of the duties imposed upon it by law, or refuse admittance to any person entitled to entrance, *Gleason v. University of Minnesota*, 104 Minn. 359, 116 N. W. 650, but its regulations are subjected to a closer scrutiny than are the rules of a private institution, *State ex rel Stallard v. White et al.*, 82 Ind. 278. In most of the cases reported the action is brought by a student or on his behalf. In *Jones et ux v. Cody*, 132 Mich. 13, 92 N. W. 495, an action for damages was brought against the principal of a public school by the keeper of a confectionery store, for compelling children to go directly home from school. It was alleged that the plaintiff's business was injured. It was held that the rule was reasonable and within the power of the school board in discharge of their duty to see